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Motorola Mobility LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

JONATHAN GABRIELLI, an individual, on behalf of himself, the general public, and those similarly situated,

Case No.: 4:24-cv-09533-JST

[Assigned to the Hon. Jon S. Tigar]

Plaintiff,

VS.

MOTOROLA MOBILITY LLC,

**DEFENDANT MOTOROLA MOBILITY  
LLC'S ANSWER TO PLAINTIFF  
JONATHAN GABRIELLI'S  
COMPLAINT**

### Defendants.

# **DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant Motorola Mobility LLC (“Motorola”) hereby submits the following Answer and Affirmative Defenses to the Complaint filed by Plaintiff Jonathan Gabrielli (“Plaintiff”). Unless expressly admitted herein, Motorola denies the allegations of the Complaint:

## **INTRODUCTION<sup>1</sup>**

6       1.     Motorola admits that Plaintiff purports to bring this lawsuit as a class action.  
7 Motorola further admits that a popup cookie consent banner is displayed on its website, which is  
8 located at the URL at www.motorola.com/us/en (the “Website”), and further admits the popup  
9 includes a button to allow Website visitors to “Reject All non-essential cookies.” Motorola denies  
10 the remaining allegations of Paragraph 1, including that there was any privacy violation or breach  
11 of consumer trust in violation of California law.

12        2. Motorola admits that it utilizes certain software/code/cookies obtained from third  
13 parties on its Website. Motorola denies the remaining allegations of Paragraph 2.

14 3. Motorola denies the allegations of Paragraph 3 of the Complaint.

15 4. Motorola denies the allegations of Paragraph 4 of the Complaint.

16       5.     Motorola lacks knowledge or information sufficient to form a belief about the truth  
17 or falsity of what Website visitors “sought to avoid” as alleged in Paragraph 5, and therefore denies  
18 the same. Motorola denies that it has made any false statements or violated any state statutes or  
19 tort duties. To the extent Paragraph 5 relates to Plaintiff’s Seventh and Eighth Causes of Action  
20 that were dismissed through Court order on July 14, 2025, at Dkt. No. 40, such allegations are not  
21 relevant to the present dispute. To the extent a further response is required, all of the remaining  
22 allegations of Paragraph 5 of the Complaint are denied.

## **THE PARTIES**

24       6.     Motorola lacks knowledge or information sufficient to form a belief about the truth  
25     or falsity of the allegations set forth in Paragraph 6 of the Complaint.

26      7.      Denied.

<sup>28</sup> <sup>1</sup> Motorola uses the headings included within the Complaint for organizational purposes only, but does not admit any allegations contained in the headings.

**JURISDICTION AND VENUE**

8. Motorola responds that Paragraph 8 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations contained in Paragraph 8 of the Complaint.

9. Motorola responds that Paragraph 9 constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

10. Paragraph 10 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

11. Paragraph 11 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

**SUBSTANTIVE ALLEGATION**

13       **A. Defendant Programmed the Website to Include Third-Party Resources that Utilize Cookie Trackers.**

15       12. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 12 of the Complaint to the extent such allegations pertain to “every website,” and therefore denies the same.

18       13. Motorola admits that Paragraph 13 includes one way in which to describe an “IP address” but denies that this description is complete and/or the only way in which to describe an “IP address.” To the extent a further response is required, all of the remaining allegations of Paragraph 13 of the Complaint are denied.

22       14. Motorola admits that it uses certain resources provided by third parties on certain portions of its Website, including software/code/cookies, and that some such use(s) are subject to and governed by agreements between Motorola and third parties. Motorola denies the remaining allegations of Paragraph 14.

26       15. Motorola admits that it uses certain cookies provided by third parties on certain portions of the Website. Motorola lacks knowledge or information sufficient to form a belief about

1 the truth or falsity of the remaining allegations set forth in Paragraph 15 of the Complaint, and  
2 therefore denies the same. To the extent a further response is required, denied.

3       16. Motorola admits that Paragraph 16 includes one way in which to describe “first-  
4 party cookies” but denies that this description is complete and/or the only way in which to describe  
5 “first-party cookies.” To the extent a further response is required, all of the remaining allegations  
6 of Paragraph 16 of the Complaint are denied.

7       17. Motorola admits that Paragraph 17 includes one way in which to describe “third-  
8 party cookies” but denies that this description is complete and/or the only way in which to describe  
9 “third-party cookies.” To the extent a further response is required, all of the remaining allegations  
10 of Paragraph 17 of the Complaint are denied.

11       18. Motorola denies the allegations in the Paragraph 18 of the Complaint.

12       19. Motorola admits that a variety of cookies exist, which can be used for different  
13 purposes. Motorola denies Plaintiff’s characterization of the purpose and use of third-party  
14 cookies. Motorola lacks knowledge or information sufficient to form a belief about the truth or  
15 falsity of the remaining allegations set forth in Paragraph 19 of the Complaint, and therefore denies  
16 the same.

17       20. Motorola admits, some smartphones and/or mobile devices are manufactured by/for  
18 it. Motorola further admits its Website offers information about its products and allows visitors to  
19 purchase products. Motorola also admits that it collects certain necessary and/or authorized  
20 information about its Website users when they interact with Motorola’s Website. Motorola denies  
21 the remaining allegations in Paragraph 20.

22       21. Motorola admits that it utilizes third-party software/code/cookies on certain portions  
23 of its Website. Motorola denies the remaining allegations of Paragraph 21.

24       22. Motorola admits that its Website includes a Privacy Statement and Terms of Use  
25 (attached hereto as **Exhibit A**), which govern the use of Motorola’s website. Motorola responds  
26 that the information contained at the cited Privacy Statement and Terms of Use speak for  
27 themselves. To the extent the allegations in Paragraph 22 attempt to interpret the information,  
28 Motorola denies any such interpretation. To the extent a further response is required, denied.

1           **B. Defendant Falsely Informed Users That They Could Reject the Website's Use**  
 2           **of Cookies.**

3           23. Motorola admits that when users of its Website currently visit the Website a popup  
 4 cookie consent banner appears. Motorola denies that the “Reject All non-essential cookies” button  
 5 has always been included in the popup banner on Motorola’s homepage. Motorola further responds  
 6 that the information contained at the cited popup cookie consent banner and Privacy Policy speak  
 7 for themselves. To the extent the allegations in Paragraph 23 attempt to interpret the information,  
 8 Motorola denies any such interpretation. To the extent a further response is required, all of the  
 9 remaining allegations of Paragraph 23 of the Complaint are denied.

10          24. Motorola admits that its Website users may click or select options on its popup  
 11 cookie consent banner and, depending on those selections, the popup cookie consent banner might  
 12 disappear. Motorola denies that the “Reject All non-essential cookies” button has always been  
 13 included in the popup banner on Motorola’s homepage. Motorola denies the remaining allegations  
 14 of Paragraph 24.

15          25. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 16 or falsity of the allegations in Paragraph 25, and therefore denies the same.

17          26. Motorola denies the allegations in Paragraph 26 of the Complaint.

18          27. Motorola denies the allegations in Paragraph 27 of the Complaint.

19          28. Motorola admits that specialized tools exist that show information about a website  
 20 visitor’s interactions with that website. Motorola lacks knowledge or information sufficient to form  
 21 a belief about the truth or falsity of the allegations set forth in Paragraph 28 of the Complaint, and  
 22 therefore denies the same.

23          29. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 24 or falsity of the allegations set forth in Paragraph 29 of the Complaint, and therefore denies the  
 25 same.

26          30. Motorola denies the allegations in Paragraph 30 of the Complaint.

27          31. Motorola denies the allegations in Paragraph 31 of the Complaint.

28          32. Motorola denies the allegations in Paragraph 32 of the Complaint.

1           **C. Defendant's Conduct Violated Its Own Privacy Statement.**

2           33.     Motorola admits that its Website includes a Privacy Statement and Terms of Use  
3 (attached hereto as **Exhibit A**), which govern the use of Motorola's website. Motorola responds  
4 that the information contained at the cited Privacy Statement and Terms of Use speak for  
5 themselves. To the extent the allegations in Paragraph 33 attempt to interpret the information,  
6 Motorola denies any such interpretation. To the extent a response is required, all of the remaining  
7 allegations of Paragraph 33 of the Complaint are denied.

8           **D.    The Private Communications Collected As a Result of Third Party Cookies**  
9           **Transmitted When Visiting Defendant's Website.**

10          **1.    Google Cookies**

11          34.     Motorola admits that it utilizes certain software/code/cookies provided by Google  
12 on its Website. Motorola responds that the information contained at the cited links speaks for itself.  
13 To the extent the allegations in Paragraph 34 attempt to interpret the information, Motorola denies  
14 any such interpretation. To the extent a further response is required, all of the remaining allegations  
15 of Paragraph 34 of the Complaint are denied.

16          35.     Motorola responds that the information contained at the cited links speaks for itself.  
17 To the extent the allegations in Paragraph 35 attempt to interpret the information, Motorola denies  
18 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
19 truth or falsity of the remaining allegations set forth in Paragraph 35—including because the cited  
20 links do not appear to provide the information alleged—and therefore denies the same. To the extent  
21 a further response is required, all of the remaining allegations of Paragraph 35 of the Complaint are  
22 denied.

23          36.     Motorola responds that the information contained at the cited links speaks for itself.  
24 To the extent the allegations in Paragraph 36 attempt to interpret the information, Motorola denies  
25 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
26 truth or falsity of the remaining allegations set forth in Paragraph 36—including because the cited  
27 links do not appear to provide the information alleged—and therefore denies the same. To the extent

1 a further response is required, all of the remaining allegations of Paragraph 36 of the Complaint are  
2 denied.

3       37. Motorola responds that the information contained at the cited links speaks for itself.  
4 To the extent the allegations in Paragraph 37 attempt to interpret the information, Motorola denies  
5 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
6 truth or falsity of the remaining allegations set forth in Paragraph 37—including because the cited  
7 links do not appear to provide the information alleged—and therefore denies the same. To the extent  
8 a further response is required, all of the remaining allegations of Paragraph 37 of the Complaint are  
9 denied.

10       38. Motorola responds that the information contained at the cited links speaks for itself.  
11 To the extent the allegations in Paragraph 38 attempt to interpret the information, Motorola denies  
12 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
13 truth or falsity of the allegations set forth in Paragraph 38—including because the cited links do not  
14 appear to provide the information alleged—and therefore denies the same. To the extent a further  
15 response is required, all of the remaining allegations of Paragraph 38 of the Complaint are denied.

16       39. Motorola responds that the information contained at the cited links speaks for itself.  
17 To the extent the allegations in Paragraph 39 attempt to interpret the information, Motorola denies  
18 any such interpretation. To the extent a further response is required, all of the remaining allegations  
19 of Paragraph 39 of the Complaint are denied.

20       40. Motorola admits that it uses third-party software/code/cookies on certain portions  
21 of its Website. Motorola denies the remaining allegations of Paragraph 40.

22       41. Motorola admits that it uses third-party software/code/cookies on certain portions  
23 of its Website. Motorola denies the remaining allegations of Paragraph 41.

24       42. Motorola admits that it uses third-party software/code/cookies on certain portions  
25 of its Website. Motorola denies the remaining allegations of Paragraph 42.

26       43. Motorola lacks knowledge or information sufficient to form a belief about the truth  
27 or falsity of the allegations set forth in Paragraph 43 of the Complaint, and therefore denies the  
28 same.

1       44. Motorola admits that it uses third-party software/code/cookies on certain portions  
2 of its Website. Motorola denies the remaining allegations of Paragraph 44.

3       45. Motorola lacks knowledge or information sufficient to form a belief about the truth  
4 or falsity of the allegations set forth in Paragraph 45 of the Complaint, and therefore denies the  
5 same.

6       46. Motorola responds that the information contained at the cited link speaks for itself.  
7 To the extent the allegations in Paragraph 46 attempt to interpret the information, Motorola denies  
8 any such interpretation. Motorola lacks knowledge or information sufficient to form a belief about  
9 the truth or falsity of the remaining allegations set forth in Paragraph 46 of the Complaint and  
10 therefore denies the same. To the extent a further response is required, all of the remaining  
11 allegations of Paragraph 46 of the Complaint are denied.

12      47. Motorola responds that the information contained at the cited link speaks for itself.  
13 To the extent the allegations in Paragraph 47 attempt to interpret the information, Motorola denies  
14 any such interpretation. To the extent a further response is required, denied.

15      **2. TikTok Cookies**

16      48. Motorola admits that it utilizes certain software/code/cookies provided by TikTok  
17 on its Website. Motorola responds that the information contained at the cited links speak for  
18 themselves. To the extent the allegations in Paragraph 48 attempt to interpret the information,  
19 Motorola denies any such interpretation. To the extent a further response is required, all of the  
20 remaining allegation of Paragraph 48 of the Complaint are denied.

21      49. Motorola responds that the information contained at the cited links speaks for itself.  
22 To the extent the allegations in Paragraph 49 attempt to interpret the information, Motorola denies  
23 any such interpretation. To the extent a further response is required, all of the remaining allegations  
24 of Paragraph 49 of the Complaint are denied.

25      50. Motorola responds that the information contained at the cited links speaks for itself.  
26 To the extent the allegations in Paragraph 50 attempt to interpret the information, Motorola denies  
27 any such interpretation. To the extent a further response is required, all of the remaining allegations  
28 of Paragraph 50 of the Complaint are denied.

1       51.     Motorola admits that it uses third-party software/code/cookies on certain portions  
2 of its Website. Motorola responds that the information contained at the cited links speaks for itself.  
3 To the extent the allegations in Paragraph 51 attempt to interpret the information, Motorola denies  
4 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
5 truth or falsity of the allegations set forth in Paragraph 51—including because the cited links do not  
6 appear to provide the information alleged—and therefore denies the same. To the extent a further  
7 response is required, all of the remaining allegations of Paragraph 51 of the Complaint are denied.

8       52.     Motorola responds that the information contained at the cited links speaks for itself.  
9 To the extent the allegations in Paragraph 52 attempt to interpret the information, Motorola denies  
10 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
11 truth or falsity of the remaining allegations set forth in Paragraph 52—including because the cited  
12 links do not appear to provide the information alleged—and therefore denies the same. To the  
13 extent a further response is required, all of the remaining allegations of Paragraph 52 of the  
14 Complaint are denied.

15       53.     Motorola admits that it uses third-party software/code/cookies on certain portions  
16 of its Website. Motorola responds that the information contained at the cited links speaks for itself.  
17 To the extent the allegations in Paragraph 53 attempt to interpret the information, Motorola denies  
18 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
19 truth or falsity of the remaining allegations set forth in Paragraph 53—including because the cited  
20 links do not appear to provide the information alleged—and therefore denies the same. To the  
21 extent a further response is required, all of the remaining allegations of Paragraph 53 of the  
22 Complaint are denied.

23       54.     Motorola admits that it uses third-party software/code/cookies on certain portions  
24 of its Website. Motorola denies the remaining allegations of Paragraph 54.

25       55.     Motorola responds that the information contained in the cited portion of TikTok's  
26 website speaks for itself. To the extent the allegations in Paragraph 55 attempt to interpret the  
27 information, Motorola denies any such interpretation. To the extent a further response is required,  
28 all of the remaining allegations of Paragraph 55 of the Complaint are denied.

1       56. Motorola admits that it uses third-party software/code/cookies on certain portions  
2 of its Website. Motorola denies the remaining allegations of Paragraph 56.

3       57. Motorola admits that it uses third-party software/code/cookies on certain portions  
4 of its Website. Motorola denies the remaining allegations of Paragraph 57.

5       58. Motorola responds that the information contained at the cited links speaks for itself.  
6 To the extent the allegations in Paragraph 58 attempt to interpret the information, Motorola denies  
7 any such interpretation. Motorola further lacks knowledge or information to form a belief about the  
8 truth or falsity of the remaining allegations set forth in Paragraph 58—including because the cited  
9 links do not appear to provide the information alleged—and therefore denies the same. To the  
10 extent a further response is required, all of the remaining allegations of Paragraph 58 of the  
11 Complaint are denied.

12       59. Motorola responds that the information contained at the cited link speaks for itself.  
13 To the extent the allegations in Paragraph 59 attempt to interpret the information, Motorola denies  
14 any such interpretation. To the extent a further response is required, all of the remaining allegations  
15 of Paragraph 59 of the Complaint are denied.

16       **3. Additional Third Party Cookies**

17       60. Motorola admits that it utilizes certain software/code/cookies from additional third  
18 parties on certain portions of its Website. Motorola denies the remaining allegations in Paragraph  
19 60.

20       61. Motorola admits that the domain s.amazon-adsystem.com appears to be associated  
21 with Amazon. Motorola lacks knowledge or information sufficient to form a belief about the truth  
22 or falsity of the allegations set forth in Paragraph 61 of the Complaint, and therefore denies the  
23 same.

24       62. Motorola lacks knowledge or information sufficient to form a belief about the truth  
25 or falsity of the allegations set forth in Paragraph 62 of the Complaint, and therefore denies the  
26 same.

1       63. Motorola admits that the domain gis.goinstore.com appears to be associated with  
 2 Emplifi. Motorola lacks knowledge or information sufficient to form a belief about the truth or  
 3 falsity of the allegations set forth in Paragraph 63 of the Complaint, and therefore denies the same.

4       64. Motorola admits that it uses third-party software/code/cookies on certain portions  
 5 of its Website. Motorola denies the remaining allegations of Paragraph 64.

6           **E. The Private Communications Collected is Valuable.**

7       65. Motorola admits that it utilizes certain software/code/cookies provided by third  
 8 parties on certain portions of its Website. Motorola denies the remaining allegations in Paragraph  
 9 65. To the extent a further response is required, all of the remaining allegations of Paragraph 65 of  
 10 the Complaint are denied.

11      66. Motorola admits that it utilizes certain software/code/cookies on its Website, and  
 12 that certain of those software/code/cookies provides information about Website visitors. Motorola  
 13 further admits that the appropriate, proper, and approved use of these software/code/cookies is  
 14 important to the operation of Motorola's Website and business. Motorola denies the remaining  
 15 allegations in Paragraph 66.

16      67. Motorola responds that the information contained in the cited link speaks for itself.  
 17 To the extent the allegations in Paragraph 67 attempt to interpret the information, Motorola denies  
 18 any such interpretation. To the extent a further response is required, all of the remaining allegations  
 19 of Paragraph 67 of the Complaint are denied.

20      68. Paragraph 68 of the Complaint constitutes a legal conclusion or argument and does  
 21 not require a response. To the extent a response is required, all of the remaining allegations of  
 22 Paragraph 68 of the Complaint are similarly denied.

23      69. Motorola denies the allegations in Paragraph 69 of the Complaint.

24           **PLAINTIFF'S EXPERIENCES**

25      70. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 26 or falsity of the allegations set forth in Paragraph 70 of the Complaint, and therefore denies the  
 27 same.

1       71. Motorola admits that when individuals currently visit the Website, they are  
 2 presented with a popup cookie consent banner that includes a button labeled “Click Here to Reject  
 3 All non-essential cookies,” but denies that such button has always been included in the popup  
 4 banner on Motorola’s homepage. Motorola further responds that the information contained in this  
 5 popup speaks for itself. As to the remaining allegations, Motorola lacks knowledge or information  
 6 sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 71 of  
 7 the Complaint, and therefore denies the same.

8       72. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 9 or falsity of the allegations set forth in Paragraph 72 of the Complaint, and therefore denies the  
 10 same.

11       73. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 12 or falsity of the allegations set forth in Paragraph 73 of the Complaint, and therefore denies the  
 13 same.

14       74. Motorola lacks knowledge or information sufficient to form a belief about the truth  
 15 or falsity of the allegations set forth in Paragraph 74 of the Complaint pertaining to Plaintiff’s  
 16 alleged use of Motorola’s Website, and therefore denies the same. To the extent a further response  
 17 is required, all of the remaining allegations of Paragraph 74 of the Complaint are denied.

18       75. As to the allegation regarding Plaintiff’s browsing actions, Motorola lacks  
 19 knowledge or information sufficient to form a belief about the truth or falsity of the allegations set  
 20 forth in Paragraph 75 of the Complaint, and therefore denies the same. To the extent a further response  
 21 is required, all of the remaining allegations of Paragraph 75 of the Complaint are denied.

22       76. As to the allegation regarding Plaintiff’s browsing habits, Motorola lacks knowledge  
 23 or information sufficient to form a belief about the truth or falsity of the allegations set forth in  
 24 Paragraph 76 of the Complaint, and therefore denies the same. To the extent a further response is  
 25 required, all of the remaining allegations of Paragraph 76 of the Complaint are denied.

26       77. As to the allegation regarding Plaintiff’s past and preferred future browsing habits,  
 27 Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the  
 28 allegations set forth in Paragraph 77 of the Complaint, and therefore denies the same. To the extent

1 a further response is required, all of the remaining allegations of Paragraph 77 of the Complaint are  
 2 denied.

3 **CLASS ALLEGATIONS**

4 78. Motorola admits that Plaintiff purports to bring this lawsuit as a class action under  
 5 Rule 23 of the Federal Rules of Civil Procedure, and that Plaintiff proposes the listed Class.  
 6 Motorola denies that the listed “Class Period” is appropriate given the applicable statutes of  
 7 limitations. To the extent a further response is required, Motorola lacks knowledge or information  
 8 sufficient to form a belief about the truth or falsity of the allegations contained in Paragraph 78 of  
 9 the Complaint

10 79. Paragraph 79 of the Complaint constitutes a legal conclusion or argument and does  
 11 not require a response. To the extent a response is required, denied.

12 80. Paragraph 80 of the Complaint constitutes a legal conclusion or argument and does  
 13 not require a response. To the extent a response is required, denied.

14 81. Paragraph 81 of the Complaint constitutes a legal conclusion or argument and does  
 15 not require a response. To the extent a response is required, denied.

16 82. Paragraph 82 of the Complaint constitutes a legal conclusion or argument and does  
 17 not require a response. To the extent a response is required, denied.

18 83. Paragraph 83 of the Complaint constitutes a legal conclusion or argument and does  
 19 not require a response. To the extent a response is required, denied.

20 84. Paragraph 84 of the Complaint constitutes a legal conclusion or argument and does  
 21 not require a response. To the extent a response is required, denied.

22 85. Paragraph 85 of the Complaint constitutes a legal conclusion or argument and does  
 23 not require a response. To the extent a response is required, denied.

24 **CAUSES OF ACTION**

25 **First Cause of Action: Invasion of Privacy**

26 86. Motorola realleges and incorporates by reference all Paragraphs of this Answer as  
 27 if set forth herein.

1       87. Paragraph 87 of the Complaint constitutes a legal conclusion or argument and does  
 2 not require a response. To the extent a response is required, denied.

3       88. Motorola denies the allegations in Paragraph 88 of the Complaint.

4       89. As to the allegation regarding Plaintiff's and proposed Class member's expectations,  
 5 conduct, and beliefs, Motorola lacks knowledge or information sufficient to form a belief about the  
 6 truth or falsity of the allegations set forth in Paragraph 89 of the Complaint, and therefore denies  
 7 the same. To the extent a further response is required, all of the remaining allegations of Paragraph  
 8 89 of the Complaint are denied.

9       90. Motorola responds that the cited statute speaks for itself. To the extent the  
 10 allegations in Paragraph 90 attempt to interpret the statute, Motorola denies any such interpretation.  
 11 To the extent a further response is required, all of the remaining allegations of Paragraph 90 of the  
 12 Complaint are denied.

13       91. Motorola denies the allegations in Paragraph 91 of the Complaint.

14       92. Motorola denies the allegations in Paragraph 92 of the Complaint.

15       93. Motorola denies the allegations in Paragraph 93 of the Complaint.

16       94. Motorola denies the allegations in Paragraph 94 of the Complaint.

17       95. Motorola denies the allegations of Paragraph 95 of the Complaint.

18       96. Motorola admits that Plaintiff and proposed Class members are seeking relief but  
 19 denies they are entitled to the same. To the extent a further response is required, all of the remaining  
 20 allegations of Paragraph 96 of the Complaint are denied.

21       97. Motorola admits that Plaintiff and proposed Class members are seeking relief but  
 22 denies they are entitled to the same. To the extent a further response is required, all of the remaining  
 23 allegations of Paragraph 97 of the Complaint are denied.

#### **Second Cause of Action: Intrusion Upon Seclusion**

25       98. Motorola realleges and incorporates by reference all Paragraphs of this Answer as  
 26 if set forth herein.

27       99. Paragraph 99 of the Complaint constitutes a legal conclusion or argument and does  
 28 not require a response. To the extent a response is required, denied.

100. Motorola denies the allegations in Paragraph 100 of the Complaint.

101. Motorola denies the allegations in Paragraph 101 of the Complaint.

102. Motorola denies the allegations in Paragraph 102 of the Complaint.

103. Motorola denies the allegations in Paragraph 103 of the Complaint.

104. Motorola denies the allegations in Paragraph 104 of the Complaint.

105. Motorola denies the allegations in Paragraph 105 of the Complaint.

106. Motorola admits that Plaintiff and proposed Class members are seeking relief but denies they are entitled to the same. To the extent a further response is required, all of the remaining allegations of Paragraph 106 of the Complaint are denied.

107. Motorola admits that Plaintiff and proposed Class members are seeking relief. To the extent a further response is required, all of the remaining allegations of Paragraph 74 of the Complaint are denied.

**Third Cause of Action:** Wiretapping in Violation of the California Invasion of Privacy Act  
(California Penal Code § 631)

108. Motorola realleges and incorporates by reference all Paragraphs of this Answer as if set forth herein.

109. Motorola responds that the statute speaks for itself. To the extent the allegations in Paragraph 109 attempt to interpret the statute, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 109 of the Complaint are denied.

110. Motorola responds that the case cited speaks for itself. To the extent the allegations in Paragraph 110 attempt to interpret the caselaw, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 110 of the Complaint are denied.

111. Motorola responds that the case cited speaks for itself. To the extent the allegations in Paragraph 111 attempt to interpret the caselaw, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 111 of the Complaint are denied.

1       112. Motorola responds that the case and statute cited speak for themselves. To the extent  
2 the allegations in Paragraph 112 attempt to interpret the same, Motorola denies any such  
3 interpretation. Additionally, Paragraph 112 contains legal conclusions or argument and does not  
4 require a response. To the extent a further response is required, all of the remaining allegations of  
5 Paragraph 112 of the Complaint are denied.

6       113. Motorola responds that the statute cited speaks for itself. To the extent the  
7 allegations in Paragraph 113 attempt to interpret the statute, Motorola denies any such  
8 interpretation. To the extent a further response is required, all of the remaining allegations of  
9 Paragraph 113 of the Complaint are denied.

10      114. Paragraph 114 of the Complaint constitutes a legal conclusion or argument and does  
11 not require a response. To the extent a response is required, denied.

12      115. Paragraph 115 of the Complaint constitutes a legal conclusion or argument and does  
13 not require a response. Motorola further responds that the cases and statute cited speak for  
14 themselves. To the extent the allegations in Paragraph 115 attempt to interpret the information,  
15 Motorola denies any such interpretation. To the extent a further response is required, all of the  
16 remaining allegations of Paragraph 115 of the Complaint are denied.

17      116. Paragraph 116 of the Complaint constitutes a legal conclusion or argument and does  
18 not require a response. Motorola further responds that the cited statute speaks for itself. To the  
19 extent the allegations in Paragraph 116 attempt to interpret the statute, Motorola denies any such  
20 interpretation. Furthermore, Paragraph 116 of the Complaint constitutes a legal conclusion or  
21 argument and does not require a response. To the extent a further response is required, all of the  
22 remaining allegations of Paragraph 116 of the Complaint are denied.

23      117. Paragraph 117 of the Complaint constitutes a legal conclusion or argument and does  
24 not require a response. Motorola further responds that the cited cases speak for themselves. To the extent  
25 the allegations in Paragraph 117 attempt to interpret the caselaw, Motorola denies any such  
26 interpretation. Furthermore, Paragraph 117 of the Complaint constitutes a legal conclusion or  
27 argument and does not require a response. To the extent a further response is required, all of the  
28 remaining allegations of Paragraph 117 of the Complaint are denied.

118. Motorola responds that the statute cited speaks for itself. To the extent the allegations in Paragraph 118 attempt to interpret the statute, Motorola denies any such interpretation. Furthermore, Paragraph 118 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a further response is required, all of the remaining allegations of Paragraph 118 of the Complaint are denied.

119. Motorola denies the allegations in Paragraph 119 of the Complaint.

120. Motorola denies the allegations in Paragraph 120 of the Complaint.

121. Motorola denies the allegations in Paragraph 121 of the Complaint.

122. Motorola denies the allegations in Paragraph 122 of the Complaint.

123. Motorola denies the allegations in Paragraph 123 of the Complaint.

124. Motorola denies the allegations in Paragraph 124 of the Complaint.

125. Motorola denies the allegations in Paragraph 125 of the Complaint.

126. Motorola admits that Plaintiff and proposed Class members are seeking relief but denies they are entitled to the same. To the extent a further response is required, all of the remaining allegations of Paragraph 126 of the Complaint are denied.

127. Motorola denies the allegations in Paragraph 127 of the Complaint.

**Fourth Cause of Action: Use of a Pen Register in Violation of the California Invasion of Privacy Act (California Penal Code § 638.51)**

128. Motorola realleges and incorporates by reference all Paragraphs of this Answer as if set forth herein.

129. Motorola responds that the statute cited speaks for itself. To the extent the allegations in Paragraph 129 attempt to interpret the statute, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 129 of the Complaint are denied.

130. Motorola responds that the statute cited speaks for itself. To the extent the allegations in Paragraph 130 attempt to interpret the statute, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 130 of the Complaint are denied.

1       131. Motorola responds that the statute cited speaks for itself. To the extent the  
2 allegations in Paragraph 131 attempt to interpret the statute, Motorola denies any such  
3 interpretation. To the extent a further response is required, all of the remaining allegations of  
4 Paragraph 131 of the Complaint are denied.

5       132. Paragraph 132 of the Complaint constitutes a legal conclusion or argument and does  
6 not require a response. Motorola further responds that the cited statute speaks for itself. To the  
7 extent the allegations in Paragraph 132 attempt to interpret the statute, Motorola denies any such  
8 interpretation. To the extent a further response is required, all of the remaining allegations of  
9 Paragraph 132 of the Complaint are denied.

10       133. Paragraph 133 of the Complaint constitutes a legal conclusion or argument and does  
11 not require a response. Motorola further responds that the cited cases speak for themselves. To the  
12 extent the allegations in Paragraph 133 attempt to interpret the caselaw, Motorola denies any such  
13 interpretation. To the extent a further response is required, all of the remaining allegations of  
14 Paragraph 133 of the Complaint are denied.

15       134. Paragraph 134 of the Complaint constitutes a legal conclusion or argument and does  
16 not require a response. Motorola further responds that the cited case speaks for itself. To the extent  
17 the allegations in Paragraph 134 attempt to interpret the caselaw, Motorola denies any such  
18 interpretation. To the extent a further response is required, all of the remaining allegations of  
19 Paragraph 134 of the Complaint are denied.

20       135. Motorola denies the allegations in Paragraph 135 of the Complaint.

21       136. Motorola admits the allegations in Paragraph 136 of the Complaint.

22       137. Motorola denies the allegations in Paragraph 137 of the Complaint.

23       138. Motorola responds that the statue cited speaks for itself. To the extent the allegations  
24 in Paragraph 138 attempt to interpret the statute, Motorola denies any such interpretation. To the  
25 extent a further response is required, all of the remaining allegations of Paragraph 138 of the  
26 Complaint are denied.

27

28

1                   **Fifth Cause of Action: Common Law Fraud, Deceit and/or Misrepresentation**

2         139. Motorola realleges and incorporates by reference all Paragraphs of this Answer as  
3 if set forth herein.

4         140. Motorola denies the allegations in Paragraph 140 of the Complaint.

5         141. Motorola denies the allegations in Paragraph 141 of the Complaint.

6         142. Motorola denies the allegations in Paragraph 142 of the Complaint.

7         143. Motorola denies the allegations in Paragraph 143 of the Complaint.

8         144. Motorola denies the allegations in Paragraph 144 of the Complaint.

9         145. Motorola denies the allegations in Paragraph 145 of the Complaint.

10        146. Motorola denies the allegations in Paragraph 146 of the Complaint.

11        147. Motorola denies the allegations in Paragraph 147 of the Complaint.

12        148. Motorola denies the allegations in Paragraph 148 of the Complaint.

13        149. Motorola denies the allegations in Paragraph 149 of the Complaint.

14        150. Motorola admits that Plaintiff and proposed Class members are seeking relief but  
15 denies they are entitled to the same. To the extent a further response is required, all of the remaining  
16 allegations of Paragraph 150 of the Complaint are denied.

17                   **Sixth Cause of Action: Unjust Enrichment**

18        151. Motorola realleges and incorporates by reference all Paragraphs of this Answer as  
19 if set forth herein.

20        152. Motorola denies the allegations in Paragraph 152 of the Complaint.

21        153. Motorola denies the allegations in Paragraph 153 of the Complaint.

22        154. Motorola denies the allegations in Paragraph 154 of the Complaint.

23        155. Motorola denies the allegations in Paragraph 155 of the Complaint.

24        156. Motorola denies the allegations in Paragraph 156 of the Complaint.

25        157. Motorola denies the allegations in Paragraph 157 of the Complaint.

26        158. Motorola denies the allegations in Paragraph 158 of the Complaint.

27        159. Motorola denies the allegations in Paragraph 159 of the Complaint.

28        160. Motorola denies the allegations in Paragraph 160 of the Complaint.

### **Seventh Cause of Action: Breach of Contract**

161. Paragraph 161 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

162. Paragraph 162 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

163. Paragraph 163 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

164. Paragraph 164 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

165. Paragraph 165 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

166. Paragraph 166 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

167. Paragraph 167 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present

1 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
2 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

3       168. Paragraph 168 relates to Plaintiff's Seventh Cause of Action that was dismissed  
4 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
5 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
6 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

7       **Eighth Cause of Action: Breach of Implied Covenant of Good Faith and Fair Dealing**

8       169. Paragraph 169 relates to Plaintiff's Eighth Cause of Action that was dismissed  
9 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
10 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
11 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

12       170. Paragraph 170 relates to Plaintiff's Eighth Cause of Action that was dismissed  
13 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
14 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
15 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

16       171. Paragraph 171 relates to Plaintiff's Eighth Cause of Action that was dismissed  
17 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
18 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
19 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

20       172. Paragraph 172 relates to Plaintiff's Eighth Cause of Action that was dismissed  
21 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
22 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
23 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

24       173. Paragraph 173 relates to Plaintiff's Eighth Cause of Action that was dismissed  
25 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
26 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
27 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

174. Paragraph 174 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

175. Paragraph 175 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

176. Paragraph 176 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

177. Paragraph 177 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

178. Paragraph 178 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

179. Paragraph 179 relates to Plaintiff's Eighth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

### **Ninth Cause of Action: Trespass to Chattels**

180. Paragraph 180 relates to Plaintiff's Ninth Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present

1 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
 2 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

3       181. Paragraph 181 relates to Plaintiff's Ninth Cause of Action that was dismissed  
 4 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
 5 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
 6 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

7       182. Paragraph 182 relates to Plaintiff's Ninth Cause of Action that was dismissed  
 8 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
 9 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
 10 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

11       183. Paragraph 183 relates to Plaintiff's Ninth Cause of Action that was dismissed  
 12 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
 13 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
 14 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

15       184. Paragraph 184 relates to Plaintiff's Ninth Cause of Action that was dismissed  
 16 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present  
 17 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes  
 18 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

#### **PRAYER FOR RELIEF**

20           Motorola denies the WHEREFORE clause and all relief requested therein. Motorola denies  
 21 that Plaintiff and the purported Class Members are entitled to any relief.

#### **AFFIRMATIVE DEFENSES**

23           By way of further answer, and as affirmative defenses to Plaintiff's Complaint, Motorola  
 24 states as follows:

#### **FIRST AFFIRMATIVE DEFENSE**

##### **(Lack of Subject Matter Jurisdiction)**

27           This Court lacks subject matter jurisdiction to decide Plaintiff's claims and/or those of the  
 28 purported class.

## **SECOND AFFIRMATIVE DEFENSE**

### **(Lack of Personal Jurisdiction)**

This Court lacks personal jurisdiction over Motorola with respect to Plaintiff's claims and/or those of the purported class.

### **THIRD AFFIRMATIVE DEFENSE**

**(Standing)**

Plaintiff and/or members of the purported class lack standing to pursue the claims alleged herein.

#### **FOURTH AFFIRMATIVE DEFENSE**

#### **(Statute of Limitations and Laches)**

Some or all of Plaintiff's claims and/or those of the purported class are barred by the statute of limitations and/or laches.

#### **FIFTH AFFIRMATIVE DEFENSE**

## **(Failure to State a Claim)**

Plaintiff and/or members of the purported class have failed to state a claim against Motorola upon which relief can be granted.

## **SIXTH AFFIRMATIVE DEFENSE**

#### **(Estoppel and Waiver)**

Some or all of Plaintiff's claims and/or those of the purported class are barred by the doctrines of estoppel and waiver.

## **SEVENTH AFFIRMATIVE DEFENSE**

**(Consent)**

All of Plaintiff's claims and/or those of the purported class are barred because Plaintiff and/or members of the purported class consented to any alleged Third Party software/code/cookies used on the Website.

**EIGHTH AFFIRMATIVE DEFENSE****(Unclean Hands)**

Plaintiff's claims and/or those of the purported class are barred by the equitable doctrine of unclean hands.

**NINTH AFFIRMATIVE DEFENSE****(No Claim for Damages)**

Plaintiff and/or members of the purported class have not sustained any damages as a consequence of the conduct alleged in the Complaint and can state no claim for damages based thereon.

**TENTH AFFIRMATIVE DEFENSE****(Failure to Mitigate Damages)**

If Plaintiff and/or members of the purported class sustained damages by reason of the allegations in the Complaint, which allegations are denied, neither Plaintiff nor members of the purported class may recover for such damages because they failed to properly mitigate such damages.

**ELEVENTH AFFIRMATIVE DEFENSE****(Lack of Causation)**

If Plaintiff and/or members of the purported class sustained damages by reason of the allegations in the Complaint, which allegations are denied, such alleged damages were not proximately or legally caused by Motorola.

**TWELFTH AFFIRMATIVE DEFENSE****(No Entitlement to Relief)**

Plaintiff and/or members of the purported class are not entitled to be awarded the relief sought against Motorola.

**THIRTEENTH AFFIRMATIVE DEFENSE****(No Attorneys' Fees)**

Neither Plaintiff nor members of the purported class can state a claim for attorneys' fees against Motorola.

1                   **FOURTEENTH AFFIRMATIVE DEFENSE**

2                   **(Assumption of the Risk)**

3 Plaintiff's claims and/or those of the purported class are barred due to assumption of the  
4 risk.

5                   **FIFTEENTH AFFIRMATIVE DEFENSE**

6                   **(Contributory/Comparative Negligence)**

7 Plaintiff's claims and/or those of the purported class are barred due to contributory and/or  
8 comparative negligence.

9                   **SIXTEENTH AFFIRMATIVE DEFENSE**

10                  **(Numerosity)**

11 Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because  
12 the purported class is not so numerous that joinder of all members is impracticable.

13                  **SEVENTEENTH AFFIRMATIVE DEFENSE**

14                  **(Commonality)**

15 Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because  
16 the questions of law or Complaint are not common to the purported class.

17                  **EIGHTEENTH AFFIRMATIVE DEFENSE**

18                  **(Typicality)**

19 Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because  
20 the claims or defenses of the representative parties are not typical of the claims or defenses of the  
21 purported class.

22                  **NINETEENTH AFFIRMATIVE DEFENSE**

23                  **(Adequacy)**

24 Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because  
25 Plaintiff will not fairly and adequately protect the interests of the purported class.

**TWENTIETH AFFIRMATIVE DEFENSE****(Predominance)**

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because questions of law or Complaint common to class members do not predominate over any questions affecting only individuals.

**TWENTY-FIRST AFFIRMATIVE DEFENSE****(Superiority)**

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because a class action is not superior to other available methods to fairly and efficiently adjudicate the controversy.

**TWENTY-SECOND AFFIRMATIVE DEFENSE****(Bonafide Error)**

Plaintiff's claims and/or those of the purported class are barred due to a bona fide error to the extent any error occurred.

**ADDITIONAL AFFIRMATIVE DEFENSES**

Motorola has insufficient information upon which to form a belief as to whether it may have additional unstated affirmative defenses. Motorola reserves the right to assert additional defenses in the event discovery indicates they are appropriate.

**K&L GATES LLP**

Dated: August 18, 2025

By: \_\_\_\_\_  
 /s/ Zachary Timm  
 Paul W. Sweeney, Jr.  
 Zachary Timm  
 Chief Coleman

Attorneys for Defendant  
 Motorola Mobility LLC